

**FIRST AMENDMENT OF LEASE**

This FIRST AMENDMENT TO LEASE (this "**Amendment**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between TEAM RETAIL WESTBANK, LTD., a Texas Limited Partnership (as "**Landlord**") and CIRCUIT CITY STORES, INC. (as "**Tenant**"), upon the terms and conditions set forth herein.

**RECITALS**

WHEREAS, Landlord and Tenant entered into a certain lease dated July 5, 2007 (the "Lease") for a building containing approximately 30,247 square feet located at the southeast corner of Manhattan Blvd. and Westbank Expressway in Harvey, LA.

WHEREAS, the parties wish to modify the lease; and

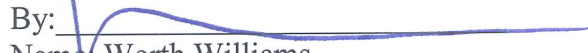
NOW, THEREFORE, in consideration of the premises undertakings and covenants of the parties set forth herein, and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Tenant and Landlord do hereby agree as follows:

1. Section 8.03 of the Lease is hereby amended to read as follows: Landlord shall construct, lease, operate, maintain and manage the Shopping Center as a first-class shopping center comparable to other first-class shopping centers in the State. In that regard, Landlord shall not lease, rent or occupy, or permit to be leased, rented or occupied, any portion of the Shopping Center for any of the Prohibited Uses. In addition, Landlord shall not lease, rent or occupy, or permit to be leased, rented or occupied, any building within **two hundred twenty five (225)** feet of the front entrance (i.e. doorway) of the Premises for use as a restaurant. Upon any breach of the foregoing Section 8.03(a), Tenant may elect to pay Alternative Rent in lieu of Annual Minimum Rent for so long as such violation shall continue.
2. Landlord and Tenant agree that all capitalized terms used herein as defined terms shall have the meaning as ascribed to such terms in the Lease, unless otherwise specified. The Lease as herein amended is hereby ratified and confirmed by the parties hereto. All other terms and conditions of the Lease not specifically modified by this Amendment shall remain in the full force and effect. No prior or contemporaneous agreements, oral or written, shall be of any force and effect, it being presumed that same have merged in this Amendment. This Amendment may be executed in counterparts and when so executed and delivered by both parties, this Amendment will be binding upon them and each such counterpart will constitute an original document.

IN WITNESS WHEREOF, this Amendment is executed to be effective as of the date specified herein.

**Landlord:**

TEAM RETAIL WESTBANK, LTD. a  
Texas Limited Partnership

By:   
Name: Worth Williams  
Title: Manager  
Date: November 13, 2007

**Tenant:**

CIRCUIT CITY STORES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: November \_\_\_, 2007